

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

E.T. by and through his Guardian ad Litem
Leataie Tagalu,

Plaintiffs,

v.

CITY OF RANCHO CORDOVA; OFFICER
BRIAN FOWELL, individually in his capacity
as Police Officer for the City of Rancho
Cordova; and DOES 1-50, inclusive,
individually, jointly and severally,

Defendants.

No. 2:20-cv-02480-TLN-AC

**PLAINTIFFS' ORDER APPROVING
MINOR E.T.'S COMPROMISE**

This matter is before the Court on Plaintiff E.T.'s ("Plaintiff" or "E.T.") Motion for an Order Approving a Minor's Compromise. (ECF No. 31.) Defendants City of Rancho Cordova, Office Brian Fowell (collectively, "Defendants") have not submitted a response or opposition. Accordingly, the Court hereby approves the Petition for Minor's Compromise for E.T., and orders as follows:

1. Settlement Distribution

- a. \$50,000 (fifty thousand dollars) payable to Law Office of John L. Burris Client Trust Account for immediate cash, attorney fees and costs

b. \$75,000 (seventy five thousand dollars) payable **MetLife Assignment, Inc.**, to fund the obligation for the Periodic Payments illustrated in Section 5 for E.T.

2. Payment of Fees and Expenses on Behalf of Minor E.T.

a. Attorney's fees payable to the Law Offices of John L. Burris:
\$31,250.00, (thirty one thousand two hundred fifty dollars)

b. Litigation Costs payable to the Law Offices of John L. Burris:
\$2,496.88 (two thousand four hundred ninety six dollars and eighty eight cents).

3. Balance

Of Minor Plaintiff E.T.'s net settlement, **\$16,253.12** (sixteen thousand two hundred fifty three dollars and twelve cents) shall be placed in an FDIC insured court-blocked account, with distributions made by Court order, and as follows:

a. Payee: Leataie Tagalu (for the benefit of E.T.):

i. \$500 (five hundred dollars) payable monthly, beginning on October 1, 2021, with the last guaranteed payment on June 1, 2023, for a total payment of \$10,500 (ten thousand, five hundred dollars); Said funds shall be used for the benefit of Minor Plaintiff E.T.

b. Payee: Elijah Tufono (E.T.)

i. When the Minor attains the age of 18 years, on June 2, 2023, the depository, without further order of this Court, is authorized and directed to pay by check or draft directly to the former minor, upon proper demand, all moneys including interest deposited under this order. The money on deposit is not subject to escheat.

c. No withdrawals of principal or interest shall be made from the blocked account without a written order under this case name and number,

signed by a judge, and bearing the seal of this court, until the Minor attains the age of 18 years (June 2, 2023).

3. The structured settlement will be executed as follows:

4. **Defendant(s)** shall arrange for the purchase of a tax-free structured settlement annuity policies from **Metropolitan Tower Life Insurance Company**, through Horacio Lleverino of Settlement Planners, Inc. in the sum of **\$75,000** (seventy five thousand dollars). The structured settlement will be executed as follows:

5. **Defendant(s)** shall execute a Settlement Agreement and Release and execute a “Qualified Assignment” of its obligation to make periodic payments pursuant thereto in compliance with IRC Section 104(a)(2) and Section 130(c) of the Internal Revenue Code of 1986, as amended. Assignment shall be made to **MetLife Assignment Company, Inc.**, (“Assignee”). Assignee shall purchase a structured settlement annuity for **\$75,000** (seventy five thousand dollars) through **Metropolitan Tower Life Insurance Company**. Said annuity shall provide the following guaranteed Periodic Payments:

a. The following periodic payments will be made by **Metropolitan Tower Life Insurance Company**, payable to

i. **Payee: Leataie Tagalu (for the benefit of E.T.)**

A. \$2,500 (two thousand five hundred dollars) payable semi-annually, guaranteed for one year, beginning on June 2, 2022, with the last guaranteed payment on December 2, 2022, for a total payment of \$5,000 (five thousand dollars); Said funds shall be used for the benefit of Minor Plaintiff E.T.

ii. **Payee: Elijah Tufono (E.T.)**

A. \$10,000 (ten thousand dollars) guaranteed lump sum, payable on the minor’s 18th birthday (June 2, 2023).

B. \$15,085.96 (fifteen thousand eighty five dollars and ninety six cents) payable annually, guaranteed for four years, which is four payments, beginning on June 2, 2024, with the last guaranteed payment on June 2, 2027.

1 *The future payment amounts outlined in section 5 are guaranteed based upon a projected annuity*
2 *purchase date of October 1, 2021. Any delay in funding the annuity may result in a delay of the*
3 *payment dates or change in payment amounts that shall be recorded in the settlement agreement and*
4 *release, qualified assignment document and annuity contract without the need of obtaining an*
5 *amended Petition/Court Order/New Infants Compromise Order up to 180 days after original*
6 *purchase date.*

7 6. No part of the structured settlement annuity may be paid to the **Petitioner**, except the
8 monthly payments set forth herein in paragraph 5. Said monthly funds distributed to **Petitioner** shall
9 be used exclusively for the benefit of Minor Plaintiff. This Court has determined that a tax-free
10 structured settlement is in the best interest of the minor. **Petitioner** is authorized to settle this claim on
11 behalf of E.T. and receive and negotiate funds on behalf of the minor. No bond shall be required of
12 **Petitioner**. Receipt for purchase of annuity is to be filed with the Court within 60 days.

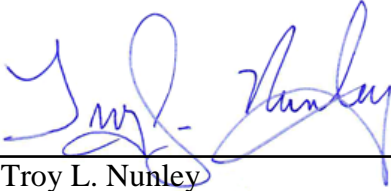
13 **Authorization to Execute Settlement Documents:**

14 7. On receipt of the full amount of the settlement sum here approved, **Petitioner** is
15 authorized and directed to execute and deliver to **Defendant(s)** a complete Settlement Agreement and
16 Release (which shall provide for a "Qualified Assignment" in compliance with Section 130(c) of the
17 Internal Revenue Code of 1986, as amended) and discharge of any and all claims of E.T. arising from
18 the facts set forth in the Petition, and a properly executed dismissal with prejudice.

19 IT IS SO ORDERED.

20 Date: October 19, 2021

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Troy L. Nunley
United States District Judge